

## AMENDMENT

The undersigned AGENCY and VENDOR (the PARTIES) agree that the following shall amend the CONTRACT referenced herein. All terms and conditions set forth in the original contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this AMENDMENT shall prevail.

1. CONTRACT DESCRIPTION (including Original Purchase Order or Contract Number):

The primary work product required from the URS Corporation under contract number 685 is an annual updated inventory of data and information from public highway/rail grade crossings throughout the State of Illinois, which are maintained by the Commission. Information on selected public grade crossings will be updated each year, over a period of five years. Each year (over a 5-year period ending 12/31/2011), inventory data for public grade crossings in a specific locale of the state will be collected. At the direction of the Agency the Vendor will also be required to provide data (inventory information, ground photos, location sketches, and Global Positioning System (GPS) coordinates) for new grade crossings, as well as grade crossings where warning device changes have occurred within the previous five years.

2. DESCRIPTION OF AMENDMENT (Check all that apply, complete blanks and explain as necessary):

- ☒ a. the completion date will be ☐ extended, ☐ shortened or ☒ remain the same.

Original completion date: 12/31/2011

Revised completion date: N/A

- ☒ b. the method of determining compensation (e.g., hourly rate, fixed fee, etc.) will  
☒ stay the same or ☐ change as follows: N/A

- ☒ c. the cost will be ☐ increased, ☐ decreased or ☒ remain the same.

Original cost: \$1,879,287.00

Amount of change: N/A

Revised cost: N/A

- ☒ d. the supplies or services to be provided will ☐ stay the same or ☒ be changed as follows:

The follow portion of Section 2.8.2 (Milestones/Deliverables) of the contract will be amended as follows:

**Originally contract states:**

August 14, 2007      Delivery of Crossing Information for Work Area assigned in Year 1.  
(Deliverables are outlined in Section 2.11.1 and Section 2.12),

June 30, 2008      Delivery of Crossing Information for Work Area assigned in Year 2.  
(Deliverables are outlined in Section 2.11.1 and Section 2.12)

**Amended to:**

November 30, 2007      Delivery of Crossing Information for Work Area assigned in Year 1.  
(Deliverables are outlined in Section 2.11.1 and Section 2.12),

September 30, 2008      Delivery of Crossing Information for Work Area assigned in Year 2.  
(Deliverables are outlined in Section 2.11.1 and Section 2.12)

3. EFFECTIVE DATE OF AMENDMENT:

This amendment shall be effective upon the date of final execution by Commission representatives.

4. ATTACHMENTS AND INCORPORATIONS:

Certifications  
Taxpayer Identification Form

5. WHY IS CHANGE NEEDED? (Check all that apply and explain.)

- ☒ a. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed.
- ☐ b. The change is germane to the original contract as signed.
- ☐ c. The change order is in the best interest of the State and authorized by law.

URS experienced unanticipated delays in obtaining the laser scanning equipment from the equipment vendor. Adjustments to the data collection procedures and the QA/QC procedures, in order to obtain the desired quality level related to the use of the new technology, also contributed to the delay experienced on the project to date. Therefore, adjustments to the scheduled delivery dates of the work product for Work Year 1 and Work Year 2 are necessary

6. WHAT PROVISION OF THE CONTRACT, PROCUREMENT CODE OR OTHER LAW AUTHORIZED THIS CHANGE?

**4.9.6 AMENDMENTS:** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, the AGENCY and the VENDOR have caused this AMENDMENT to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

**VENDOR**

URS Corporation

Signature John Schwalbach

Printed Name John Schwalbach

Title Branch Manager Date 8/22/07

Address 345 E. Ash

Decatur, IL 62526

Phone 217-875-4800 Fax 217-875-3577

E-mail John.Schwalbach@urscorp.com

**STATE OF ILLINOIS**

Illinois Commerce Commission

Signature Tim Anderson

Printed Name Tim Anderson

Title Executive Director Date 8/29/07

Signature Mary Stephenson

Printed Name Mary Stephenson

Title General Counsel Date 8/29/07

Signature Kenneth E. Hundrieser

Printed Name Kenneth Hundrieser

Title State Purchasing Officer Date 08/27/2007

**STATE USE ONLY**

Project Title: Statewide Highway/Rail Grad Crossing Data Collection and Analysis Update Study

Procurement Method (IFB, RFP, Sole Source, etc): IGA (Inter-Governmental Agreement)

Award Code: \_\_\_\_\_

IPB Publication Date: \_\_\_\_\_

IPB Ref. # \_\_\_\_\_

Subcontractors Utilized? Y / N

Subcontractors Disclosed? Y / N

PBC# \_\_\_\_\_

Amendment Contract # 685

Original Contract # 685

(Fiscal Use Only) Obligation # 685

## CERTIFICATIONS

**LEGAL ABILITY TO CONTRACT:** Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- 1) Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- 2) Vendor is not in default on an educational loan (**5 ILCS 385/3**).
- 3) Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (**30 ILCS 105/15a**).
- 4) Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (**30 ILCS 500/50-5**).
- 5) If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (**30 ILCS 500/50-10**).
- 6) If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the contracting State Agency/Buyer shall declare the contract void if this certification is false (**30 ILCS 500/50-10.5**).
- 7) Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the contracting State Agency/Buyer may declare the contract void if this certification is false (**30 ILCS 500/50-11**) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (**30 ILCS 500/50-60**).
- 8) Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (**30 ILCS 500/50-12**) and acknowledge that failure to comply can result in the contract being declared void.
- 9) Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the contracting State Agency/Buyer may declare the contract void. (**30 ILCS 500/50-14**)
- 10) Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (**30 ILCS 500/50-25**).

- 11) Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (**30 ILCS 500/50-30**).
- 12) Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (**30 ILCS 500/50-40, 50-45, 50-50**).
- 13) Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (**30 ILCS 580**).
- 14) Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (**30 ILCS 582**).
- 15) Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (**720 ILCS 5/33E-3, 5/33E-4**).
- 16) Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (**775 ILCS 5/2-105**).
- 17) Vendor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (**775 ILCS 25/2**).
- 18) Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (**PA 93-0307**).
- 19) Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (**PA 94-0264**).
- 20) Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (**410 ILCS 45**) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated".
- 21) In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (**30 ILCS 565**).
- 22) Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (**EO No. 1 (2007)**).
- 23) **CONFLICTS OF INTEREST:** Vendor has disclosed, and agrees it is under a continuing obligation to disclose to the Agency/Buyer, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (**30 ILCS 105/8.40**), Article 50 of the Illinois Procurement Code (**30 ILCS 500/50**), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ

any person with a conflict to perform under this Contract. If any conflict under Section 50-13 exists no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:

- 1) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (**currently \$90,414.60**). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
- 2) the contract is with a firm, partnership, association or corporation in which a person referenced in 1) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (**currently \$150,691.00**).
- 3) the contract is with a firm, partnership, association or corporation in which a person referenced in 1) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (**currently \$301,382.00**) from the firm, partnership, association or corporation.

VENDOR (show Company name and DBA)

URS Corporation

Signature John Schwalbach

Printed Name John Schwalbach

Title Branch Manager Date 8/22/07

Address 345 E. Ash

Decatur, IL 62526